

EXHIBIT 10

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WARNING: This product contains nicotine. Nicotine is an addictive chemical.

JUUL



JUUL LABS TERMS OF SERVICE

Effective Date: 6-29-2017

1. GENERAL STATEMENT / WEBSITE TERM OF USE

The www.JUUL.com website, www.JUULlabs.com website, and all related content, mobile applications (if applicable), and associated services (collectively the "Website"), is a service owned and operated by JUUL Labs, Inc. ("JUUL Labs," "us" or "we"). JUUL Labs has adopted these Terms of Service to inform you of your rights and obligations when using the Website and/or when purchasing any JUUL Labs products or goods ("Products") ("Terms of Service" or "Terms"). Your use of this Website, and/or your purchase of any Products constitutes your agreement to the following Terms of Service. If you do not agree to these Terms of Service you may not use the Website or purchase our Products from the websites.

JUUL Labs may, and reserves the right, to from time to time modify, limit, change, discontinue, or replace the website and these Terms of Service at any time. In the event JUUL Labs modifies, limits, changes, or replaces the website or these Terms of Service, your continued use thereafter constitutes your agreement to such modification, limitation, change, or replacement.

It is your responsibility to review these Terms of Service on a regular basis to keep yourself informed of any modifications, limitations, changes, or replacements.

JUUL Labs limits purchase of its product via its Website to individuals that are 21 years of age. You

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Service will be sufficient to comply with your obligations under applicable laws where you reside or where you use the Website.

Please read these Terms of Service carefully to ensure that you understand each provision. These Terms contain a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

2. ELIGIBILITY, SAFETY ACKNOWLEDGMENT, AND REGISTRATION FOR A JUUL.COM ACCOUNT

This is a contract between you and JUUL Labs. You must read and agree to these terms before using the Website. If you do not agree, you may not use the Website to register for an account. You may use the Website only if you can form a binding contract with JUUL Labs, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use of an account via the Website by anyone under 21 years of age is strictly prohibited and in violation of these Terms.

Our Website contains age-regulated products, which may include minimum purchasing and usage age requirements. We take the prevention of underage use very seriously. JUUL and all other nicotine products should never be used by anyone under the legal age. An age verification check will occur during the registration process in order to confirm that you are of legal purchasing age. Only persons 21 years of age and that have been age verified can purchase products and participate in any promotions or offers from the Website. Due to age-restriction laws and regulations, we may use your provided information to conduct age-verification for your purchases and may deny or cancel your purchases due to such regulations.

Additionally, no tobacco-based or nicotine e-liquid product should be considered safe. We encourage consumers to do their own research regarding vapor products and what is right for them. If you have any health concerns about use of JUUL or any other nicotine delivery or tobacco product, we recommend that you consult with your physician. Inhalation of e-vapor from JUUL may aggravate pre-existing respiratory or heart conditions. Additionally, ingestion of nicotine, at any level, may cause other conditions (such as an increase in your heart rate and blood pressure, may cause dizziness, nausea, and stomach pain). If you do not currently use nicotine containing products, we recommend that you do not start. CALIFORNIA PROPOSITION 65 WARNING: This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm. WARNING: Contains nicotine, which is an addictive chemical and can be poisonous. Avoid contact with skin and eyes. Do not drink. Keep out of reach of children and pets. In case of accidental contact, seek medical help.

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date of birth. You must provide complete and accurate information about yourself during the registration process and you have an ongoing obligation to update this information if and when it changes. We will handle your information consistent with our Privacy Policy, which is incorporated into these Terms of Service by reference.

When you create an account, you will be required to create a user ID and password. You agree that you will never share your user ID and password with anyone else for any reason. You agree that only you will use your account. You agree to contact JUUL Labs immediately in the event you become aware of unauthorized access to your account. You agree that you are solely responsible for all activity that takes place in connection with your account and you agree to indemnify and hold harmless JUUL Labs from any damages that arise out of or in relation to use of your account. You agree that you will not create more than one account. By registering and obtaining an account you affirm that you will follow the Terms of Service of this Website and your registration constitutes your consent to enter into agreements with us electronically.

3. TERMINATION OF ACCOUNT

We reserve the right to restrict access to, suspend, disable, terminate, and/or delete your account for any reason that we deem necessary, or for no reason. In the event your account is suspended, disabled, terminated, or deleted, your only option is to request reinstatement of your account by contacting JUUL Labs via the Contact Form. You may not open alternate accounts.

4. ELECTRONIC COMMUNICATION – WWW.JUUL.COM / WWW.JUULLABS.COM ACCOUNT SPECIFIC

With the creation of an account you agree that we may send to you electronic notices or other communication regarding this Website. These types of electronic communications will be sent to the email address that was provided during registration and/or the email address associated with your account. The contents of any communication are effective when sent, regardless of when you receive or whether you read the communication. You can stop receiving these notices and communications at any time with the deactivation of your account.

5. ELECTRONIC COMMUNICATION – MARKETING COMMUNICATION

By providing your email address and subscribing to JUUL Labs' Newsletter, you are representing you are of legal age to receive such communications and will receive electronic communications and exclusive offers. These exclusive offers may be unavailable depending on your state and local regulations. All offers are Void Where Prohibited. JUUL Labs products material are not intended to

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The email address provided will be used solely by JUUL Labs and will not be sold to, shared with, or otherwise disclosed to other parties, except as permitted under our Privacy Policy. You can choose to stop receiving these offers at any time by filling out an unsubscribe request, using the unsubscribe option on communications or contacting us using the contact information on the website.

6. COMMUNICATIONS WITH JUUL LABS

Customers and visitors are encouraged to forward comments or other communications to JUUL Labs via www.JUUL.com, www.JUULLabs.com or via e-mail. You agree that you will not transmit content to JUUL Labs that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam". You agree that you will not use a false e-mail address, impersonate a third party person or entity, or otherwise mislead JUUL Labs as to the origin of a communication. Communications violating the restrictions of this paragraph shall constitute a violation of these Terms of Service, and may result in the termination of your account at the sole discretion of JUUL Labs.

Any material or communication transmitted by you to this Website will not be treated as confidential. By submitting any content to us through the Website, you grant us a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use that content for any purposes, including, without limitation, a license to reproduce, prepare derivative works, distribute, perform publicly, transmit, broadcast, and display the content. Any ideas, concepts, or other materials transmitted by you to JUUL Labs may be used in any manner, including reproduction, transmission, publication or broadcast without compensation. We have the right, at our sole discretion, to edit or refuse to post content submitted by you. The provisions of this paragraph will survive the termination of these Terms of Service and for the maximum period permitted under applicable law.

7. PAYMENT

You agree to pay for all purchase orders you place through the Website.

Except where noted otherwise, the prices displayed for JUUL Labs products represent the full retail price listed on the product itself. All prices are quoted and payable in US dollars, regardless of where an order is placed or shipped. Foreign exchange rates apply and may depend on the date your order was placed.

Your purchases may also be subject to sales tax, VAT, or other taxes or duties at the point of sale where applicable. Payment of taxes and duties due are your responsibility unless such sales taxes or

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duties at the time of the purchase.

In the event that you dispute the amount or validity of any payments made to JUUL Labs through this Website, you must notify JUUL Labs in writing, within ten days of payment, of any such dispute by mail or by email at the address or email address listed below. You expressly agree that your failure to notify JUUL Labs of any dispute within ten days of payment will constitute your express waiver of any claims related to the disputed payment.

You agree that you will pay all costs and expenses of collection, including attorneys' fees, incurred by JUUL Labs in the event of failure to make payment.

8. CANCELLATION POLICY

Orders submitted cannot be cancelled once the tracking information has been generated. Generally, tracking information is generated 24 hours from the time that the order was submitted. To cancel an order placed before tracking information is generated, please contact JUUL Labs Support as soon as possible.

9. RETURN POLICY

In no event will JUUL Labs accept return of and/or issue any refund for purchases made other than through the Website, including purchases made from an authorized JUUL Labs retailer. Products purchased through an authorized JUUL Labs retailer must be returned and refunded through the location from at which the products were purchased.

You have the right to withdraw from the purchase agreement with JUUL Labs and to return any new unused item purchased through the Website for a refund without giving any reason up to fourteen (14) days following the receipt of the item purchased. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the purchase agreement by contacting JUUL Labs Support. If you withdraw, JUUL Labs will reimburse to you all payments received from you, including the costs of shipment, within fourteen (14) days from the day you inform us of your decision to withdraw. However JUUL Labs will not reimburse you for any supplemental costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us at the time of purchase.

If you elect to withdraw, you must return the new, unused item purchased to JUUL Labs within fourteen (14) days of notifying us of your election. We may withhold reimbursement until we have received the purchased item. No refunds will be issued for items not returned within fourteen (14) days of notifying JUUL Labs that you would like to return the items for a refund. You agree that you

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Because of the nature of the products sold through the Website, for sanitary reasons, JUUL Labs accepts returns of and will issue refunds only for new and unused devices. If the tamper proof seal is broken we will be unable to accept the returned product and we will not issue a refund.

California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

10. DAMAGED / INCOMPLETE / INCORRECT ORDERS

You have a legal guarantee of conformity in connection with items purchased through the Website. You agree to immediately inspect any goods purchased upon receipt of your purchase order. Please report damaged, incorrect, or incomplete orders to us immediately. If you received an order shipped from JUUL Labs that is damaged, incorrect, or incomplete, please contact JUUL Labs Support immediately to explain the problem with your order and to request a refund or replacement goods. JUUL Labs may require you to return damaged items, in which case JUUL Labs will pay for the cost of return shipment.

JUUL Labs does not repair damaged devices nor does JUUL Labs provide spare parts for repair.

11. PRODUCT RESALE OR OTHER EXPLOITATION PROHIBITED

You agree not to sell, resell, distribute or make available to others, or otherwise use or exploit for any commercial purposes (including, without limitation, in contests, sweepstakes and/or giveaways) any portion of any Products or services purchased from this Website or otherwise obtained from JUUL Labs or a JUUL Labs representative without prior written permission of an authorized representative of JUUL Labs. Any person or entity that sells, resells, distributes or makes available to others, or otherwise uses or exploits any Products or services for commercial purposes without such prior written permission will void the product warranty and may be subject to civil action and/or criminal penalty, as prescribed by law.

12. COMPLIANCE WITH LAW; INDEMNIFICATION

You agree that your use of any Products and/or JUUL Labs services will comply at all times with all applicable laws and regulations, in all relevant jurisdictions, including without limitation laws and regulations related to product use; resale; and marketing, advertising, and/or other forms of

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managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, liabilities, damages, losses, obligations, costs or debt, expenses (including reasonable attorney's fees), regulatory penalties and enforcement actions arising out of or in connection with: (i) your use of and access to any JUUL Labs Products or services, or this Website, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties herein or your obligations under this Section 12; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Website with your unique username, password or other appropriate security code.

13. COUNTERFEITING

The fight against unauthorized sales and counterfeiting is a long-term commitment to quality and service that is taken seriously by JUUL Labs. We advise consumers to be cautious when purchasing products from unauthorized resellers as the quality, reliability and safety of these products is uncertain and in some cases, may expose the user to serious dangers not encountered with genuine JUUL Labs products.

Please refer to our Authorized Retail Location webpage or contact JUUL Labs Support to learn more about authorized dealers. Any Product purchased outside of our exclusive sales network runs the risk of being counterfeit and is not guaranteed under our Warranty, incorporated into these Terms of Service by reference. JUUL Labs shall have no responsibility or liability for any Products purchased outside of our Website and/or Authorized Retailers.

JUUL Labs will not assist with resolving issues pertaining to the purchase of counterfeit products nor will JUUL Labs provide refunds for such purchases.

14. THIRD PARTY LINKS

This Website may contain links to third-party websites. JUUL Labs does not intend these links to be viewed as an endorsement of those websites or their content. If you decide to access third-party websites, you do so at your own risk. Different terms of use may apply to any third-party website.

15. PRIVACY STATEMENT

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16. GOVERNING LAW, VENUE, AND CLASS ACTION /JURY TRIAL WAIVER

These Terms of Service will be governed by and interpreted under the laws of the State of California, USA, without regard to its principles of conflict of laws. Exclusive venue for any dispute that arises out of or relates to these Terms of Service or your use of the Website will be the state or federal courts of San Francisco, California. You agree not to bring an action in any other venue and you expressly agree to waive all objections to these venues. You expressly consent to be subject to the personal jurisdiction of the state and federal courts of California. You agree that any cause of action you have that arises out of or relates to these Terms of Service or your use of the Website must be brought by you within one year after the cause of action accrues. Otherwise any such action by you against JUUL Labs is permanently barred.

Governing Law. You agree that: (i) the Website and JUUL Labs Products and services shall be deemed solely based in California; and (ii) the Website and JUUL services shall be deemed passive ones that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Francisco County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable. Arbitration. Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from JUUL Labs. For any dispute with JUUL Labs, you agree to first contact us via email and attempt to resolve the dispute with us informally. In the unlikely event that JUUL Labs has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be

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fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing JUUL Labs from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

Class Action/Jury Trial Waiver. With respect to all persons and entities, regardless of whether they have obtained or used the Website or JUUL Labs Products or services for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and JUUL Labs are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

17. RELEASE AND WAIVER OF CLAIMS; ASSUMPTION OF RISK

YOU HEREBY AGREE TO THE FOLLOWING, WHICH IS PERMITTED BY LAW: (i) to waive any and all claims that you have or may have in the future against JUUL Labs, or any of its distributors, resulting from use of the Website and JUUL Labs Products and services; and (ii) to release JUUL Labs or any of its distributors from any and all liability from any loss, damage, injury or expense that you or any users of this Website and any JUUL Labs Products or services may suffer as a result of the use of any of the foregoing, due to any cause whatsoever, including negligence or breach of contract on the part of JUUL Labs, in the design or manufacture of the Website or of any JUUL Labs Products or services.

In the event of your death or incapacity, these Terms shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.

You hereby expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the Civil Code of California (or any applicable analogous law), which states:

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that claims or facts in addition to or different from those which are now known or believed by each of them to exist may hereafter be discovered, but it is your intention to release all claims you have or may have against JUUL Labs and any and all of its successors, subsidiaries, parents, affiliates, investors, branches or related entities, or those entities' officers, directors, employees, stockholders, partners, members, consultants, agents, attorneys, employee benefit plans or assigns, whether those claims are known or unknown, suspected or unsuspected.

18. TRADEMARKS AND COPYRIGHT

This Website features trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data that are the property of JUUL Labs and its affiliates or licensors. This Website also may include trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data of other third parties. All of these trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data are the property of their respective owners, and you agree not to use them in any manner without the prior permission of the applicable owner. This Website and all of its content are protected under copyright, trademark and other laws of the United States and other countries.

19. USE OF MATERIAL FROM THIS WEBSITE

All content of this Website, including but not limited to, any text, software, files, graphics, photos, images, designs, music, musical compositions, video, audio visual works, and data found on this Website (collectively the "Materials"), are the property of and owned by JUUL Labs or its licensors, and are protected by copyright, trademark, and/or other laws. You expressly agree that you are prohibited from, including but not limited to, the following: reproducing, copying, modifying, displaying, adapting, publishing, translating, performing publicly, reverse engineering, transferring, transmitting, broadcasting, distributing, licensing, selling, creating derivative works of, or gifting, in whole or in part, the Materials.

The Website and related content is provided for informational purposes only. Your use of this Website is at your sole risk. This Website is provided on an "as is" and on an "as available" basis. Although we make all reasonable efforts to ensure that the content of the Website is updated and corrected, we do not guarantee the accuracy of any content. The material contained on this Website may contain inaccuracies and typographical errors. You agree that we have no duty to screen content that is provided to the Website by you or others, nor are we liable for such content. We have the right, at our sole discretion, to refuse to post or to edit submitted content. We reserve the right to remove content for any reason, but we are not responsible for any failure or delay in removing such material. Changes are periodically made to the Website and may be made at any time period. If you download any materials from this Website, you do so at your own discretion and risk. You will be

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20. DISCLAIMERS OF WARRANTY

JUUL LABS PRODUCTS AND SERVICES, AND THIS WEBSITE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE FOREGOING IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT NOT COVERED UNDER THE APPLICABLE PRODUCT WARRANTY, JUUL LABS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER RELATED TO USE OF THIS WEBSITE OR JUUL LABS PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JUUL LABS OR THROUGH ANY JUUL LABS PRODUCT OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, JUUL LABS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT OR ANY INFORMATION ON THE WEBSITE IS OR WILL BE COMPLETE, ACCURATE, ADEQUATE, RELIABLE, USEFUL, TIMELY, OR CORRECT; THAT THE JUUL LABS PRODUCTS AND SERVICES, AND THIS WEBSITE, WILL MEET YOUR REQUIREMENTS OR BE FREE FROM DEFECTS, INCLUDING PRODUCT OR DEVICE LEAKING; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE JUUL LABS PRODUCTS OR SERVICES, OR THIS WEBSITE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE WEBSITE.

JUUL LABS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND JUUL LABS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

21. LIMITATION OF LIABILITY

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FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RELATING TO OR RESULTING FROM: 1) PURCHASE AND/OR USE OF ANY JUUL LABS PRODUCTS OR SERVICES; 2) USE OF, ACCESS TO, OR INABILITY TO USE THIS WEBSITE; 3) USE OR INABILITY TO USE ANY OTHER WEBSITE YOU ACCESS FROM A LINK THROUGH THIS WEBSITE; OR 4) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES YOU SEND US; IN EACH CASE, IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO JUUL LABS HEREUNDER OR \$100.00, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA AND ANY OTHER TANGIBLE OR INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR AS A RESULT OF NEGLIGENCE, OR OTHERWISE ARISE OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS OR MATERIALS AVAILABLE FROM THIS WEBSITE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

22. MISCELLANEOUS

Free next-day shipping only valid for orders with a subtotal of \$35 or more and with a San Francisco shipping address. Orders must be placed before 3pm PT for next-day delivery. Additionally all orders placed in California must receive an automated message to confirm purchase pre-delivery.

Severability: A finding that any term or provision of these Terms of Service is invalid or unenforceable will be removed from these Terms of Service and will not affect the validity or enforceability of the remaining Terms of Service.

Assignment: These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by JUUL Labs without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. No waiver by JUUL Labs of any breach of this Agreement is effective unless in writing.

You agree that these Terms of Service, the Privacy Policy, and our Warranty, which are incorporated

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required or permitted under these Terms of Service shall be made in writing by mail or by email to:

JUUL Labs, Inc.
560 20th St.,
San Francisco, CA 94107
legal@juullabs.com

PRIVACY POLICY

Effective Date: 5-1-2018

Welcome to www.JUUL.com or www.JUULLabs.com, offered by JUUL Labs, Inc. (“JUUL Labs”, “us” or “we”). This privacy policy addresses how information is collected, stored, and utilized through our website, www.Juul.com and/or www.JUULLabs.com (individually a “Website” or collectively the “Websites”) and any mobile application we may offer in the future which is linked to this Policy (the “App”) (collectively, the “Services”). By accessing or using our Services, you signify that you have read, understood and agree to our collection, storage, use and disclosure of your personal information, as applicable, as described in this Privacy Policy and the Websites’ respective Terms of Service.

JUUL Labs reserves the right to change this Privacy Policy. See the section captioned “Changes to this Privacy Policy” below.

1. INFORMATION COLLECTED

JUUL Labs holds our customer base in the highest regards and is dedicated to providing the best experience on our Services. In order to offer an enjoyable and premium experience on our Websites, we collect information which can personally identify you (e.g., name, address and email) and information that is about you but that does not identify you individually (e.g., aggregate information on the number and frequency of visits to various pages of the Websites). The categories of information we collect can include:

Information that you provide to us

We may collect personal information that you provide to us directly, such as your name, phone number, location, payment information, and e-mail address when you when you register on our Websites, purchase a product, sign up for our Newsletter mailing list, or otherwise communicate with us (e.g., via customer service). Account creation is required when purchasing products from the Websites. We may also collect any communications between you and JUUL Labs and any other

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through the App's customer service link and provide to us your name, email address and any information you choose to include in the text of your message.

We use this information to operate, maintain, and provide to you the features and functionality of the Websites, as well as to communicate directly with you, such as to send you email messages. We may also send you service-related emails or messages (e.g., account verification, change or updates to features of the Websites, technical and security notices).

Information automatically collected

We and our third party partners, automatically collect certain types of usage information when you visit our Website, use our Service, read our emails, or otherwise engage with us. We typically collect this information through a variety of tracking technologies, including cookies, web beacons, file information and similar technologies (collectively, "tracking technologies"). For example, we may collect information such as your domain name, browser type, operating system, IP address, web pages viewed while visiting our site, links clicked, length of time spent on our Service, and reference website from which you accessed the Website. We may collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Website and to understand more about the demographics of our users. In gathering this information we are able to enhance your experience when visiting our Website (including keeping your preferences and items placed in your shopping cart between visits) and to provide custom, personalized content and information, including targeted content and advertising. These cookies do not contain or track sensitive information such as your payment information. You may set your browser to not accept cookies; however, some features of the Websites may not function properly without the use of cookies. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

If you download and use a mobile App to access our Service, we automatically collect certain types of information about your device and usage in several ways. When you download and use the App, JUUL Labs will automatically receive certain information, about which JUUL Labs products that are connected to the App, your mobile device and your usage of the App, such as the device operating system and version and information regarding your use of the App, such as the time spent using the App, which features of the App you access and use, and error messages but not specific identifying information about you. JUUL Labs may modify the information that it receives from the App at any time and will provide you notice of such changes by alerting you of a change to the Privacy Policy.

The App may store information regarding usage of a compatible JUUL Labs device that you have linked to the App when the App is running or when a compatible JUUL Labs product is available to pair with the App. Such information may include identification and pairing information to connect

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information is transmitted in an anonymous form and in an encrypted manner. If you do not opt-in to the Usage Recording Feature, the App will not collect any device usage information. If you do opt-in and choose to save certain settings or save user profiles in a durable, continuing manner for future sessions regardless of JUUL Labs product, this information may be retained by JUUL Labs.

2. USE AND SHARING OF INFORMATION COLLECTED

JUUL Labs utilizes information that is collected in various ways. Information collected helps our efforts to advance our customers' and visitors' online experience when visiting our Service. This ranges from accessibility, improving content, customer service, shopping checkout experience and overall Service satisfaction. We also use information we collect to assist with product development efforts, response to mandated legal notices, process purchases on the Websites, to provide you with products or services you request from us, to improve your overall experience with the Services, for internal analytics purposes, to troubleshoot technical difficulties and errors, to notify you about changes to our Services, and in any other way we may describe to you at the time you provide the information. We may share your personal information with:

* Third-party vendors, service providers, contractors and agents that perform services on our behalf, as needed to carry out their work for us, which may include identifying and serving advertisements, providing mailing services, providing financial services, web hosting, or providing analytic services. This sharing is only done so when those entities are performing functions solely on our behalf and they are not permitted to store such information except as needed to perform our work or as required by law; * When you post content to any public area of our externally facing platforms, including social media pages or blog, this information may be visible to the public and we may publish this information on our website and social media pages along with some of your personal information such as your first name, last initial, and state of residence; * With your consent, to third parties who may send you offers and information about products and services we think you may enjoy; Other companies and brands owned or controlled by JUUL Labs and other companies owned by or under common ownership as JUUL Labs, which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns. These companies will use your personal information in the same way as we can under this Privacy Policy; * Other parties in connection with a company transaction, such as a merger, corporate restructuring, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings; and * Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Service or to protect the security or integrity of our Services; and/or (c) to exercise, investigate, or protect the rights, property, or personal safety of JUUL Labs, our visitors, or others.

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PLEASE NOTE: The products sold on this website are highly regulated by various governing agencies. It may become necessary to share the information that we collect with such agencies to comply with laws, a judicial proceeding, court order, or other legal requests.

We also may disclose information that has been collected where we believe it is necessary to investigate, prevent, or take action regarding underage use or purchase of JUUL Products, illegal activities, suspected fraud and/or counterfeit, situations involving potential threats to the safety of any person, violations of our Terms of Service or Privacy Policy, or as evidence in litigation in which JUUL Labs is involved.

3. AGE VERIFICATION

The products that we sell on our Website are highly regulated and age-restricted. We are required and committed to preventing sales to anyone under the legal purchasing age. We will only send you marketing materials and information that encourage or facilitate a purchase of our products after you have certified that 1) you are a of legal purchasing age for the product you wish to purchase; 2) that you wish to be added to our mailing list for the purpose of receiving transactional offers and advertising from a tobacco-regulated company; and 3) that you understand that providing false information may constitute a violation of the law.

Before you can make a purchase from a product specific newsletter mailing list, we will verify your age through a non-affiliated third party company to perform an age and identify verification check for adherence to this requirement. We utilize these trusted verification services to verify the information that you provide and ensure that you qualify to access and purchase products from the Website. This process has been developed with the customer's privacy in mind with detailed information neither shared nor accessible.

In some cases, we might not be able to verify your age and/or identity through their verification service. If you are unable to verify your age with the requested information, you will be requested to upload a copy of your government ID that our team can manually verify your date of birth. Photo ID's are uploaded to our third party partner's secure database and we simply process the result that they provide – we do not receive a file with your ID to be stored on our servers or database.

4. THIRD PARTY TRACKING AND ONLINE ADVERTISING

We may share, or we may permit third party online advertising networks and other third party services, to collect, information about your use of our Service over time so that they may play or display ads that may be relevant to your interests on our Service as well as on other websites or

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or similar tracking technologies, which recognize the device you are using and collect information, including hashed data, click stream information, browser type, time and date you visited the Website, and other information. This information is used to display targeted ads on or through our Service or on other websites or apps, including on Facebook. We or the online advertising networks use this information to make the advertisements you see online more relevant to your interests. As noted above, depending on your browser or mobile device, you may be able set your browser to delete or notify you of cookies and other tracking technology by actively managing the settings on your browser or mobile device. We do not permit third parties to collect your identifiable information from the Website unless you provide it to them directly.

Information Collected Via Technology

As you use JUUL Labs, certain information may also be passively collected and stored on our or our service providers' server logs, including your Internet protocol address, browser type, and operating system. We also use Cookies and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the solutions and information for which you searched and viewed, or on which of the advertisements displayed on JUUL Labs you clicked. This type of information is collected to make JUUL Labs and solutions more useful to you and to tailor the experience with JUUL Labs to meet your special interests and needs.

An "Internet protocol address" or "IP Address" is a number that is automatically assigned to your computer when you use the Internet. In some cases your IP Address stays the same from browser session to browser session; but if you use a consumer internet access provider, your IP Address probably varies from session to session. For example, we, or our service providers, may track your IP Address when you access JUUL Labs to assist with ad targeting.

"Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience with JUUL Labs. Persistent Cookies can be removed by following your Internet browser help file directions. In order to use our services offered through JUUL Labs, your web browser must accept Cookies. If you choose to disable Cookies, some aspects of JUUL Labs may not work properly, and you will not be able to receive our services.

To learn more about interest-based advertising and how you may be able to opt-out of some of this advertising, you may wish to visit the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org/choices>, and/or the DAA's resources at www.aboutads.info/choices, and you may also adjust your ad preferences through your Facebook settings.

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identity of any third party company to which we have disclosed your personal information for that company's direct marketing purpose on our Websites; and 2) a description of the categories of personal information disclosed. To request this information, please contact us at legal@juulabs.com.

If you are a California resident who makes a purchase, we will make one phone call with an auto dialer and pre-recorded voice to the phone number you provide in order to confirm the order, pursuant to California law.

6. RIGHTS WITH RESPECT TO YOUR DATA

Modifying or deleting your information. If you have any questions about reviewing, modifying, correcting, or deleting your information, or if you want to remove your name or comments from our Website or publicly displayed content, you can contact us directly at legal@juulabs.com. We may not be able to modify or delete your information in all circumstances.

Opt-out of App's Usage Recording Feature. You may turn off the App's Usage Recording Feature at time of download, or you may delete the App from your device.

How to control your communications preferences: You can stop receiving promotional email communications from us by clicking on the "unsubscribe link" provided in such communications. We make every effort to promptly process all unsubscribe requests. You may not opt out of product or service-related communications (e.g., account verification, transactional communications, changes/updates to features of the service, technical and security notices).

7. CHILDREN'S PRIVACY

Our Service is not intended for individuals under the age of 21 and for warranty, the age of 18. We do not knowingly collect or solicit any information from anyone under the age of 13 on this Service. In the event that we learn that we have inadvertently collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from a child under 13, please contact us at legal@juul.com. Protecting the privacy of children and youth is very important to us. Thus, if we obtain actual knowledge that a user is under 21, we will take steps to remove that user's Personal Information from our databases. We recommend that anyone under the age obtain their parent's permission before submitting information over the internet.

8. USERS OUTSIDE OF THE U.S.

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may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which JUUL Labs or its parent, subsidiaries, affiliates, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

9. THIRD PARTY WEBSITES

Our Service may contains links to websites operated by third parties. This Privacy Policy does not apply to these third party website or services. If you follow a link to any of these websites, please note that these websites have their own privacy policies and terms & conditions and that we do not accept any responsibility or liability for their policies. Links should be clicked at your own risk, and it is your sole responsibility to review the applicable privacy policy and terms and conditions of any third party website accessed.

10. SECURITY

We take the security of your information extremely seriously and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our website. Our Service support the industry standard Secure Socket Layer (SSL) encryption which is applied to all data transmitted so it cannot be read by others. In addition, if you are using a shared computer to access the Website, we recommend that you log out of your account before ending your browser session. This will also ensure that your account will not be used by anyone other than yourself. Unfortunately, the transmission of information online is not completely secure. Although we do our best to protect all information collected through the Service, we cannot guarantee the security of your information collected and/or transmitted through the Services. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

11. SMS SHORT CODE AND PARTNER TECHNOLOGY PRIVACY POLICY

We collect information in the form of the content that you submit during your use of JUUL Labs, such as photos, comments, ratings and other information you choose to submit. We may also collect information about you and your friends, from any social network you may have connected from, in order to provide you with a more personalized experience. For instance, we may collect your user ID or profile information that you have permitted to be displayed through JUUL Labs in order to display you as a friend or in association with your profile and collections. When you order our products or services, you will need to submit your credit card or other payment information so that our service

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voluntarily enter, including Personal Information, into any postings, comments, or forums within the JUUL Labs community. For each of these Personal Information collections (or any below), we will ask for your consent and provide you with clarity before making any such collections. Additionally, you will have the option to opt out of any of these collections at any time and we will stop collecting such data from you.

Personal Information from Other Sources

We may receive Personal Information about you from other sources with which you have registered, companies who we have partnered with (collectively, "Partners") or other third parties. We may associate this information with the other Personal Information we have collected about you.

E-mail and E-mail Addresses

If you send an e-mail to us, or fill out our "Feedback" form through JUUL Labs, we will collect your e-mail address and the full content of your e-mail, including attached files, and other information you provide. We may use and display your full name and email address when you send an email notification to a friend through JUUL Labs or the social network from which you have connected to JUUL Labs (such as in an invitation, or when sharing your content). Additionally, we use your email address to contact you on behalf of your friends (such as when someone sends you a personal message) or notifications from a social network or other website with whom you have registered to receive such notifications. We may use this e-mail address to contact you, for things such as notifications of limited edition shop sales and other related information. You may indicate your preference to stop receiving further promotional communications as further detailed below.

You understand that when you use JUUL Labs, certain information you post or provide through JUUL Labs, such as your name, profile, comments, posts and ratings, may be shared with other users and posted on publicly available portions of JUUL Labs, including without limitation, chatrooms, bulletin and message boards, along with other public forums. Please keep in mind that if you choose to disclose Personal Information when posting comments or other information or content through JUUL Labs, this information may become publicly available and may be collected and used by others, including people outside the JUUL Labs community. We will not have any obligations with respect to any information that you post to parts of JUUL Labs available to others, and recommend that you use caution when giving out personal information to others in public forums online or otherwise. We also share the information you publish with other third parties.

SMS Terms of Service

1. Only when you opt-in to the service, we will send you an SMS message to confirm your signup.

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this, you will no longer receive SMS messages from us.

If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

We are able to deliver messages to the following mobile phone carriers:

Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.

Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

This list may change without warning and without notice to you.

As always, message and data rates may apply for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

As with any of its programs, JUUL Labs, Inc. may discontinue this program at any time and without out notice to you.

12. CHANGES TO THIS PRIVACY POLICY

We may modify or update this Privacy Policy from time to time to reflect the changes in our business and practices, and so you should review this page periodically. When we change the Privacy Policy in a material manner we will let you know and update date at the top of this page. If you object to any changes, you may close your account. Continuing to use our Services after we publish changes to this Privacy Policy means that you are consenting to the changes.

13. CONTACT US

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JUULpods

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Marketing Code







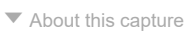
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This product contains nicotine. Nicotine is an addictive chemical.

California Proposition 65 Warning:

This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm.

Protected by issued and/or pending **US and international patents**

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